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9 ADOBE SYSTEMS INCORPORATED

10
11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN FRANCISCO COURTHOUSE
14

15 ADOBE SYSTEMS INCORPORATED,
16 Plaintiff,
17 v.
18 DIGI SPOT, LLC, et al.,
19 Defendants.
20

Case No.: 3:18-cv-05444-SI

**AMENDED STIPULATION FOR ENTRY
OF PERMANENT INJUNCTION AND
DISMISSAL OF ENTIRE ACTION,
WITH PREJUDICE**

Judge: Honorable Susan Illston

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24 Plaintiff Adobe Systems Incorporated (“Plaintiff”), through its counsel of record, and
25 Defendant Jabbar Mohammed (“Defendant”), pro se, hereby stipulate and agree as follows:

26 1. This case involves Plaintiff’s claims of federal Copyright Infringement arising
27 under 17 U.S.C. §501(a), Trademark Infringement arising under 15 United States Code (“U.S.C.”)
28 §1114, False Designation of Origin under 15 U.S.C. §1125(a), Trademark Dilution under 15

1 U.S.C. §1125(c), and Unfair Business Practices pursuant to California Business & Professions
2 Code §17200.

3 2. The Court has supplemental jurisdiction over Plaintiff's claims arising under
4 California statutory and common law pursuant to 28 U.S.C. §1367 because they are so related to
5 the federal claims as to form part of the same case or controversy.

6 3. Plaintiff is a Delaware corporation with its principal place of business in San Jose,
7 California.

8 4. Defendant is an individual residing in Richmond, Texas, and the President of Digi
9 Spot, LLC, a Texas limited liability company.

10 5. Plaintiff is the source of the ADOBE® line of software products and services,
11 including but not limited to ADOBE®-branded ACROBAT® software products and services, and
12 uses and owns various trademarks, copyrights and other intellectual property on and in connection
13 with such products and services, including, among others, its ADOBE® word and design marks,
14 its ACROBAT® word and design marks, its copyrights in and related to its software, websites,
15 text and other works of authorship, along with various trademark and copyright applications and
16 registrations therefor in the United States and abroad (collectively "Plaintiff's Trademarks and
17 Copyrights").

18 6. Plaintiff alleges that consumers and/or purchasers in the United States have come
19 to recognize Plaintiff's Trademarks and Copyrights, including but not limited to the ADOBE®
20 and ACROBAT® marks and works, and Plaintiff has acquired a valuable reputation and goodwill
21 among the public as a result of such association. Indeed, the ADOBE® and ACROBAT® marks
22 are famous in the United States.

23 7. Defendant acknowledges and does not contest Plaintiff's exclusive rights in and
24 to Plaintiff's Trademarks and Copyrights, including but not limited to the ADOBE® and
25 ACROBAT® marks and works, and Plaintiff's exclusive right to distribute products utilizing
26 Plaintiff's Trademarks and Copyrights, including the ADOBE® and ACROBAT® marks and
27 works.

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1 8. Plaintiff alleges that Defendant infringed on Plaintiff's Trademarks and
2 Copyrights and that his activity constitutes federal Copyright Infringement, Trademark
3 Infringement, False Designation of Origin, Dilution, Unfair Business Practices under California
4 law, and other violations of various state and federal statutory and common law.

5 9. Plaintiff has no adequate remedy at law for the acts of Defendant complained of
6 herein, as injury to Plaintiff's reputation and goodwill cannot be quantified and such injury cannot
7 be compensated by monetary amounts.

8 10. Plaintiff and Defendant shall each bear their own fees and costs.

9 11. Upon entry of the [Proposed] Permanent Injunction against Defendant, filed
10 concurrently herewith, this case may be dismissed in its entirety, with prejudice.

11 IT IS SO STIPULATED by the parties hereto:

12
13 DATED: December 3, 2018

JOHNSON & PHAM, LLP

14 By: /s/ Marcus F. Chaney
15 Marcus F. Chaney, Esq.
16 Attorneys for Plaintiff
ADOBE SYSTEMS INCORPORATED

17 DATED: December 6, 2018

18 By: *jabbar mohammed*
19 JABBAR MOHAMMED
20 Defendant Pro Se
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1 CERTIFICATE OF SERVICE

2 I am a resident of the State of California, over the age of eighteen years, and not a party
3 to the within action. My business address is Johnson & Pham, LLP, 6355 Topanga Canyon Blvd.,
4 Suite 326, Woodland Hills, California 91367. On December 6, 2018, the following document
5 was served in the manner and to the recipient(s) set forth below:

6 **AMENDED STIPULATION FOR ENTRY OF PERMANENT INJUNCTION AND**
7 **DISMISSAL OF ENTIRE ACTION, WITH PREJUDICE**

8 ☐ FACSIMILE - by transmitting via facsimile the document(s) listed above to the fax
9 number(s) set forth on the attached Telecommunications Cover Page(s) on this date before
10 5:00 p.m.

11 ☒ MAIL - by placing the document(s) listed above in a sealed envelope with postage
12 thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth
13 below.

14 ☐ OVERNIGHT COURIER - by placing the document(s) listed above in a sealed
15 envelope with shipping prepaid, and depositing in a collection box for next day delivery to the
16 person(s) at the address(es) set forth below via UNITED PARCEL SERVICE.

17 ☒ BY E-MAIL / ELECTRONIC DELIVERY - by causing such document(s) to
18 be transmitted by electronic.

19 M. Obaid Shariff, Esq.
20 The Shariff Law Firm, PLLC
21 4734 West Alabama Street, Suite 201
22 Houston, Texas 77027

E-mail: mshariff@sharifflawfirm.com

23 I am readily familiar with the firm's practice of collection and processing correspondence
24 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
25 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
26 motion of the party served, service is presumed invalid if postal cancellation date or postage meter
27 date is more than one day after date of deposit for mailing in affidavit. I am a member of the bar
28 of this court at whose direction this service was made.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on December 6, 2018 at Woodland Hills, California.

_____/s/ Marcus F. Chaney_____
Marcus F. Chaney

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO COURTHOUSE

ADOBE SYSTEMS INCORPORATED,

Plaintiff,

v.

DIGI SPOT, LLC, et al.,

Defendants.

Case No.: 3:18-cv-05444-SI

~~[PROPOSED]~~ AMENDED PERMANENT
INJUNCTION AND DISMISSAL OF
ENTIRE ACTION, WITH PREJUDICE

Judge: Honorable Susan Illston

The Court, pursuant to the Stipulation for Entry of Permanent Injunction and Dismissal (“Stipulation”), between Plaintiff Adobe Systems Incorporated (“Plaintiff”), on the one hand, and Defendant Jabbar Mohammed (“Defendant”), on the other hand, hereby ORDERS, ADJUDICATES and DECREES that a permanent injunction shall be and hereby is entered against Defendant as follows:

1. **PERMANENT INJUNCTION.** Defendant and any person or entity acting at his direction, including any and all agents, servants, employees, partners, assignees, distributors, suppliers, resellers and any others over which he may exercise control, are hereby restrained and

1 enjoined, pursuant to 15 United States Code (“U.S.C.”) §1116(a) and 17 U.S.C. §502, from
2 engaging in, directly or indirectly, or authorizing or assisting any third party to engage in, any of
3 the following activities in the United States and throughout the world:

4 A. copying, manufacturing, importing, exporting, marketing, purchasing,
5 acquiring, offering for sale, selling, distributing, drop shipping or dealing in any product or
6 service that uses, or otherwise making any use of, any unauthorized copies of Plaintiff’s
7 trademarks and copyrights, including but not limited to ADOBE® and/or ACROBAT® marks
8 and works (collectively “Plaintiff’s Trademarks and Copyrights”), and/or any Intellectual
9 Property that is confusingly or substantially similar to, or that constitutes a colorable imitation of,
10 any of Plaintiff’s Trademarks and Copyrights, whether such use is as, on, in or in connection
11 with any trademark, service mark, trade name, logo, design, Internet use, website, domain name,
12 metatags, advertising, promotions, solicitations, commercial exploitation, television, web-based
13 or any other program, or any product or service, or otherwise;

14 B. copying or downloading, other than for personal use of a validly licensed
15 and registered software, of any software containing Plaintiff’s Trademarks and Copyrights,
16 including but not limited to ADOBE® and/or ACROBAT® marks and works and/or any
17 Intellectual Property that is confusingly or substantially similar to, or that constitutes a colorable
18 imitation of, any of Plaintiff’s Trademarks and Copyrights;

19 C. importing, exporting, marketing, purchasing, downloading, selling,
20 offering for sale, distributing, drop shipping or dealing in any product or service that uses, or
21 otherwise making any use of any Original Equipment Manufacturer (“OEM”) versions of
22 Plaintiff’s software;

23 D. importing, exporting, marketing, purchasing, downloading, selling,
24 offering for sale, distributing, drop shipping or dealing in any product or service that uses, or
25 otherwise making any use of any of Plaintiff’s serial activation keys or numbers;

26 E. importing, exporting, marketing, purchasing, downloading, selling,
27 offering for sale, distributing, drop shipping or dealing in any product or service that uses, or
28 otherwise making any use of any of Plaintiff’s products that are intended to be sold only outside

1 of the United States of America or Canada;

2 F. performing or allowing others employed by or representing him, or under
3 his control, to perform any act or thing which is likely to injure Plaintiff, any of Plaintiff's
4 Trademarks and Copyrights, and/or Plaintiff's business reputation or goodwill;

5 G. engaging in any acts of federal and/or state copyright infringement,
6 trademark infringement, false designation of origin, unfair competition, dilution, or other act
7 which would damage or injure Plaintiff;

8 H. using any Internet domain name or website that includes any of Plaintiff's
9 Trademarks and Copyrights, including but not limited to the ADOBE® and/or ACROBAT®
10 marks and works; and/or

11 I. applying to the Adobe Partner Connection Program or any other
12 authorized reseller or distribution program sponsored or approved by Plaintiff or one of its
13 agents. This prohibition includes Defendant applying to such a program through any other
14 business name or sales platform and/or using the information of any of Defendant's agents,
15 servants, employees, partners, directors, officers, assignees, family members, or any others
16 affiliated with Defendant. Any acceptance or approval by Plaintiff of an application made in
17 violation of this provision shall not be construed as a waiver or modification of this explicit
18 injunctive provision, unless the Parties jointly file a Stipulation with the Court seeking relief
19 from this provision and the Court so orders.

20 2. Defendant is ordered to deliver immediately for destruction all unauthorized
21 products, including OEM or non-U.S./Canadian-intended versions of Plaintiff's software and
22 related products, serial activation keys and cards, labels, signs, prints, packages, wrappers,
23 receptacles and advertisements relating thereto in his possession or under his control bearing any
24 of Plaintiff's intellectual property or any simulation, reproduction, counterfeit, copy or colorable
25 imitations thereof, to the extent that any of these items are in Defendant's possession.

26 3. This Permanent Injunction shall be deemed to have been served upon Defendant
27 at the time of its execution by the Court.

28 ///

1 4. The Court finds there is no just reason for delay in entering this Permanent
2 Injunction against Defendant, and, pursuant to Rule 54(a) of the Federal Rules of Civil
3 Procedure, the Court directs immediate entry of this Permanent Injunction against Defendant.

4 5. **NO APPEALS AND CONTINUING JURISDICTION.** No appeals shall be
5 taken from this Permanent Injunction, and the parties waive all rights to appeal. This Court
6 expressly retains jurisdiction over this matter to enforce any violation of the terms of the
7 underlying Confidential Settlement Agreement, upon which Defendant has made payment to
8 Plaintiff, and this Permanent Injunction against Defendant.

9 6. **NO FEES AND COSTS.** Each party shall bear their own attorneys' fees and
10 costs incurred in this matter.

11 7. **DISMISSAL.** The Court hereby dismisses this case in its entirety, with prejudice,
12 upon entry of this Permanent Injunction against Defendant.

13
14 IT IS SO ORDERED, ADJUDICATED and DECREED this 6th day of
15 December, 2018.

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17 HONORABLE SUSAN ILLSTON
18 United States Senior District Judge
19 Northern District of California
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1 CERTIFICATE OF SERVICE

2 I am a resident of the State of California, over the age of eighteen years, and not a party
3 to the within action. My business address is Johnson & Pham, LLP, 6355 Topanga Canyon Blvd.,
4 Suite 326, Woodland Hills, California 91367. On December 6, 2018, the following document
was served in the manner and to the recipient(s) set forth below:

5 **[PROPOSED] AMENDED PERMANENT INJUNCTION AND DISMISSAL OF ENTIRE
6 ACTION, WITH PREJUDICE**

7 ☐ FACSIMILE - by transmitting via facsimile the document(s) listed above to the fax
number(s) set forth on the attached Telecommunications Cover Page(s) on this date before
5:00 p.m.

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below.

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person(s) at the address(es) set forth below via UNITED PARCEL SERVICE.

12 ☒ BY E-MAIL / ELECTRONIC DELIVERY - by causing such document(s) to
13 be transmitted by electronic.

14 M. Obaid Shariff, Esq.
The Shariff Law Firm, PLLC
4734 West Alabama Street, Suite 201
15 Houston, Texas 77027

E-mail: mshariff@sharifflawfirm.com

16 I am readily familiar with the firm's practice of collection and processing correspondence
17 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
18 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
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19 date is more than one day after date of deposit for mailing in affidavit. I am a member of the bar
of this court at whose direction this service was made.

20 I certify under penalty of perjury that the foregoing is true and correct.

21 Executed on December 6, 2018 at Woodland Hills, California.

22 _____/s/ Marcus F. Chaney_____
23 Marcus F. Chaney
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